



**D.C. DEPARTMENT OF GENERAL SERVICES
REQUEST FOR PROPOSALS**

**GEOHERMAL ENERGY SYSTEM AND HVAC RETROFIT OF
ENGINE COMPANY NO. 33
OPEN MARKET WITH 35% SBE SET-ASIDE**

Issue Date: August 3, 2012

Pre-Proposal Conference: August 8, 2012

Proposal Due Date: August 17, 2012 by 2:00 p.m. Local Time

Contact: JW Lanum
Associate Director/Contracting Officer
Contracts & Procurement Division
2000 14th Street NW - 8th Floor
Washington, DC 20009
202-727-2800

Solicitation Number: DCAM-12-CS-0177

Executive Summary

The Department of General Services (“Department”) is issuing this Request for Proposals (“RFP”) to engage a contractor to provide construction services for Geothermal Energy System and HVAC Retrofit of Engine Company No. 33 located at 101 Atlantic Street, SE, Washington, DC 20032 in accordance with the Department Drawings and Specifications, titled Geothermal Conversion Engine Company #33 Revision 2 dated 07/18/2012, incorporated herein as Attachment A. The work required under this contract must be completed no later than October 9, 2012.

A.1 Background:

Engine Company No. 33 is an emergency fire and medical response facility. Fire fighters, EMS personnel, and their respective support teams are housed in the facility while on duty twenty-four hours per day, seven days per week. The building also contains their response vehicles and equipment in a continuously ready state. It is imperative the operations and business of this facility are not disrupted.

The objective of this project is to convert the HVAC system in Engine Company No. 33 to an energy efficient, state of the art, hybrid geothermal (ground source) heat pump system; correct existing ventilation problem; and correct existing heating problem. The building was built in the mid 1980's and is heated with a gas fire hot water boiler and hot water heading system consisting of water distribution pipes, pumps, expansion tank, coils, unit heaters, and radiation units. A combination of DX type self contained thru-the-wall units and 100% outside air split system, air handling units provide cooling. Air is exhausted from the building via a series of roof top fans. The Apparatus Bay is heated and ventilated with hot water unit heaters and a hot water heating makeup air unit. Vehicle exhaust is removed by a tail pipe exhaust system which is not part of the scope of this work.

This project uses state of the art HVAC technology and requires a contractor with expertise in the design and installation of geothermal heat pump systems. The preliminary design of the geothermal well field has been completed. Huber Geothermal, LLC has been selected to drill a test well and has applied for the permit. After the test well is installed, Bowman Geothermal will perform a conductivity test and make any required adjustment to the preliminary design. The test well will be used as part of the well field. The preliminary design will be finalized after the review comments are completed and adjustment due to the test results. To maintain project continuity and progress, Huber Geothermal, LLC, 6608 Ocean Gateway, Queenstown, MD 21658, phone (410) 827-7097 will be the well drilling subcontractor to complete the well drilling and exterior geothermal loop installation including saw cutting the pavement, removal of debris, backfill, and concrete paving patching.

A.2 Form of Contract:

The Form of Contract will be issued by addendum. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposals premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal. A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

A.3 Contractor's Compensation:

The Department intends to obtain lump sum bids for this work. The lump sum bid by the Offeror should include sufficient funding to cover all of the costs necessary to fully complete the Project, including, but not limited to, labor, materials, trade subcontractor costs, general conditions, insurance and bonding, home office overhead and profit. The lump sum should also include sufficient funding to fund items that are not specifically identified on the drawings but which are reasonably inferable therefrom. The lump sum bid should include the price for CLINS 0001 and 0002.

A.4 Procurement Schedule:

The schedule for this procurement is as follows:

- | | |
|---|------------------------------|
| • Issue RFP | - August 3, 2012 |
| • Pre-proposal Conference | - August 8, 2012 at 10:00 am |
| • Last Day for Questions/Clarifications | - August 10, 2012 |
| • Proposals Due | - August 17, 2012 at 2:00 pm |
| • Notice of Award | - September 7, 2012 |

A.5 Attachments:

Attachment A - Drawings & Specifications (See Section B.3)

Attachment B - Form of Offer Letter

Attachment C - Disclosure Statement

Attachment D - Tax Affidavit (available at www.ocp.dc.gov under Solicitation Attachments)

Attachment E - Davis-Bacon Wage Rate

Attachment F - Bid Guaranty Certification

Attachment G - Bid Bond Form

Attachment H - Subcontracting Plan Form

Attachment I - 2010 Living Wage Act Notice and Fact Sheet (available at www.ocp.dc.gov under Solicitation Attachments)

SECTION B

SCOPE OF WORK

B.1 Scope of Work:

In general, the selected Contractor shall be required to provide all labor, tools, equipment and materials necessary to perform the work called for in the drawings and specifications and a two (2) year service contract to include parts, labor, and maintenance of the entire system. To the extent there is an inconsistency between the drawings and specifications, the Contractor shall be required to provide the more expensive requirement. Prior to submitting its proposal, each Offeror shall carefully review the drawings and specifications and shall bring any inconsistency or error in the drawings and specifications to the attention of the Department in writing. To the extent that a competent Contractor could have identified any such inconsistency or error, such inconsistency or error shall not serve as the basis for a change order, and the Contractor shall assume the risk of such inconsistency or error. The Project must be completed no later than October 9, 2012.

Only Contractors with home offices within twenty-five (25) miles of the Washington, D.C. Metropolitan area will be considered for this project. The Contractor shall be responsible for the entire project including but not limited to all mechanical work, temperature controls, well drilling, geothermal loop piping, electrical wiring, paving, patching, cutting, excavation, painting, pipe chases or enclosures, ceiling repairs and replacement, demolition, removal of excavation overburden and spoils, cleanup, trash removal, and any other activity necessary to deliver a complete and finished geothermal HVAC conversion, whether done himself or subcontracted. All surfaces, finishes and landscaping shall be restored upon project completion.

To do this conversion it shall be necessary to:

- a. Reuse the existing air distribution ducts where possible.
- b. Reuse the existing exhaust ducts where possible.
- c. Modify the existing ducts and install new ducts, diffusers, registers, and grilles as shown on the drawings.
- d. Remove the existing DX split system air handling units, associated refrigerant piping, existing roof mounted condensing units.
- e. Replace the DX air handling units with water source heat pump air handling units and install a new outside air supply fan.

- f. Install new electric duct heaters in the ducts to provide emergency or supplemental heat for use during heat pump compressor failure, extremely cold weather, or cold start-up conditions.
- g. Replace the existing gas fire hot water heating boiler with a water to water heat pump for generating heating hot water.
- h. Replace existing hot water circulating pumps with new pumps.
- i. Reuse existing water heating piping and units where possible and indicated.
- j. Replace existing hot water unit heaters in the Apparatus Bay.
- k. Replace the existing hot water makeup air unit in the Apparatus Bay with a direct fired gas makeup air handling unit. Modify existing gas piping as necessary. Install new infrared heaters in the Apparatus Bay with exhaust vents and gas piping. Modify existing exhaust ducts in the Apparatus Bay to draw exhaust air from near the floor. Remove the existing thru-the-wall air conditioning units, after the cooling season, and cover their openings in the wall with insulated, painted, heavy gauge, metal panels. The existing wall louvers shall remain.
- l. Install new gas fired infrared heaters in the apparatus bay for equipment warming and supplemental heat.
- m. Provide heat rejection and absorption for the new water source heat pumps by installation of a new hybrid geothermal system consisting of ten, two pipe, 400 to 500 feet deep, wells connected with two reverse return loops (five wells per loop); a new roof mounted dry cooler to prevent over heading of the well field; interior piping from the wells to the heat pumps and dry cooler; and pumps with accessories to circulate a 15% glycol-water solution through the geothermal loop.
- n. Install a new automatic control system to allow off-site monitoring of the system via the internet.

B.1.1 The selected Contractor shall perform all of the work in first class and workmanlike manner. Any equipment or materials called for in the drawings or specifications shall be new unless otherwise approved by the Department in advance and in writing.

B.1.2 The Contractor shall provide submittals as indicated in the drawings and specifications to the Department for its review and approval prior to proceeding with the work.

B.1.3 The Contractor's scope of work shall include the installation and provision of such safety barricades and enclosures as may be necessary to ensure a safe workplace or as may be required by OSHA or other applicable law.

B.1.4 The Contractor, at no additional cost to the Department, shall provide such safety barricades, enclosures and overhead protection as may reasonably be required by the Department and as may be necessary to safely implement the Work and to remove such at the end of the work and shall leave the site in broom clean condition.

B.1.5 With the exception of the building permit, the Contractor shall be responsible for obtaining all job permits and approvals from the Department of Consumer and Regulatory Affairs that are required to perform and complete the installation at no additional cost to the Department.

B.1.6 The costs of any necessary security shall be included in the Offeror's lump sum bid.

B.1.7 The Contractor shall schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B.1.8 The Contractor shall not interrupt utilities serving others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

B.1.9 The Contractor shall notify the Contracting Officer's Technical Representative (COTR) no less than seven (7) work days in advance of proposed utility interruptions. The Contractor shall not proceed with utility interruptions without the COTR's written permission.

B.1.10 The Contractor shall coordinate with the COTR operations that may result in high levels of noise and vibration, odors, or other disruption to District occupancy.

B.1.11 The Contractor shall notify the COTR not less than seven (7) business days in advance of proposed disruptive operations and obtain COTR's written permission before proceeding with disruptive operations.

B.1.12 Inspections shall be coordinated with the COTR to avoid delays in the construction schedule and completion date.

B.1.13 The District may appoint other entities to manage day-to-day activities of the Project.

B.2 Supervision & Coordination:

The Contractor shall be required to properly supervise and coordinate its work. At a minimum, the Contractor shall undertake the following tasks:

- a. Participate and assist in Project/Planning meetings.
- b. Maintain full-time on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.

- c. Conduct periodic progress meetings following a Contractor generated agenda with the COTR.
- d. Provide general safety and signage and posting for the Project and see that each subcontractor prepares and submits adequate safety program and monitoring throughout the Project.
- e. Prepare payment requests, verify accuracy and forward to the Department for approval and payment.
- f. Assemble and submit all required close-out documents to the District.
- g. Provide assistance to Department through any applicable warranty or maintenance periods.

B.3 Drawings & Specifications:

Drawings & Specifications, titled Geothermal Conversion Engine Company #33 Revision 2 dated 07/18/2012, and incorporated herein as Attachment A, are not physically attached herewith, but available from Blueboy Document Imaging, 214 L Street, NE, Washington, DC 20002, Telephone 202-265-0272 and Fax 202-986-0172. Pricing for the construction documents is as follows:

Full Size Drawings - \$15.00 + tax
 Specifications - \$10.000 + tax
 CD-ROM - \$25.00 + tax

LIST OF DRAWINGS:

DRAWING NO.	DRAWING TITLE
E-1	ELECTRICAL: 1 ST FLOOR PLAN
E-2	ELECTRICAL: 2 ND FLOOR PLAN
E-3	ROOF PLAN, SCHEDULES AND NOTES
M-0	MECHANICAL COVER SHEET
M-1	MECHANICAL FIRST FLOOR DEMOLITION PLAN
M-2	MECHANICAL SECOND FLOOR DEMOLITION PLAN
M-3	MECHANICAL ROOF DEMOLITION PLAN
M-4	MECHANICAL FIRST FLOOR NEW WORK PLAN
M-5	MECHANICAL SECOND FLOOR NEW WORK PLAN
M-6	MECHANICAL ROOF NEW WORK PLAN
M-7	PART MECHANICAL SECOND FLOOR PIPING PLAN
M-8	MECHANICAL DETAIL SHEET
M-9	MECHANICAL SCHEDULE SHEET
M-10	GEOHERMAL WELL AND LOOP SITE PLAN

B.4 Personnel:

The Contractors personnel shall have the necessary experience and licenses to perform the required work.

B.5 Licensing, Accreditation and Registration:

The Contractor and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

B.6 Conformance with Laws:

It shall be the responsibility of the Contractor to perform under the contract in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

B.7 Software Requirements:

B.7.1 PROLOG Software Interface Requirements – The District will provide the Contractor with access to the DGS Prolog Project Management software. The Contractor shall be responsible for using Prolog to execute selected contract document requirements in coordination with the COTR.

B.7.2 Scheduling Software Requirement – The Contractor shall use Primavera 6 Prolog to prepare and submit any and all schedules required for this project.

B.8 Davis-Bacon Act:

The Davis-Bacon Act is applicable to this Project. As such, the Contractor and its trade subcontractors shall comply with the wage and reporting requirements imposed by that Act. Applicable wage determination is attached hereto as **Attachment E**.

B.9 Apprenticeship Act:

The Apprenticeship Act shall apply to this contract and the Contractor and all of its trade subcontractors shall be required to comply with that act.

B.10 Time is of the Essence:

Time is of the essence with respect to the contract. The Project must be substantially complete by October 9, 2012. As such, the Contractor shall dedicate such personnel and other resources as necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

SECTION C

ECONOMIC INCLUSION

C.1 Preference for Small, Local, and Disadvantaged Business Enterprises:

General: Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, or being a local business enterprise with its principal office located in an enterprise zone. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

C.2 SLDBE Participation:

C.2.1 This Request for Proposals (RFP) is designated for the **Open Market** with a 35% SBE Subcontracting Set-Aside for contracts over \$250,000.00. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a Subcontracting Plan that is required by law. For construction contracts in excess of \$250,000.00, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section. Offerors shall be required to submit a Local Business Enterprise Utilization Plan with their proposals. The Utilization Plan must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used and their respective roles. Offerors shall submit the Subcontracting Plan Form included as **Attachment H** with the Utilization Plan.

C.3 Residency Hiring Requirements for Contractors and Subcontractors:

At least fifty-one percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this Project, shall be residents of the District of Columbia.

Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Department a list of current employees that will be assigned to the Project, the date that they were hired and whether or not they live in the District of Columbia.

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of \$100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; and (v) submit monthly compliance reports to DOES by the 10th of each month.

SECTION D EVALUATION AND AWARD CRITERIA

D.1 Selection Criteria:

Proposals will be evaluated in accordance with **Part D** of this RFP. The following evaluation criteria will be used:

- Relevant Experience and Capabilities (25 points)
- Key Personnel (20 points)
- Project Management Plan (15 Points)
- Preliminary Construction Schedule (10 points)
- Price (30 points)

D.2 Evaluation Process:

The Department will evaluate submissions and any best and final offers in accordance with the provisions of this **Section D** and the Department's Procurement Regulations.

D.3 Evaluation Committee:

Each submission will be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee will prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official will select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department.

D.4 Oral Presentation:

The Department does not intend to interview Offerors; however, the Department reserves the right to interview Offerors in the competitive range if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

D.4.1 Length of Oral Presentation

Each Offeror will be given up to 60 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 45 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror shall then respond to questions from the Department's Evaluation Committee for no more than 90 minutes.

D.4.2 Schedule

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the Contracting Officer.

D.4.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to 7 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

D.4.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as a Contractor for this Project, including the qualifications of key personnel.

D.5 Proposal Evaluation:

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section C.1** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112. The contract will be awarded to the contractor whose proposal conforming to the solicitation is deemed most advantageous to the District.

D.6 Non-Responsive Pricing:

In general, the Department will consider a proposal non-responsive if the Offeror's price is greater than 150% of the median price submitted by other Offerors. The Office reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate.

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals shall be proffered. References are made to other sections in this RFP for further explanation.

E.1 Submission Identification:

Submissions shall be proffered in an original and five (5) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Renovation of the 4th, 5th and 7th Floors at the Reeves Center."

E.2 Delivery or Mailing of Submissions:

Submissions shall be delivered or mailed to:

Department of General Services
Attn: Annmarie McQueen
2000 14th Street, NW 8th Floor
Washington, D.C. 20009
Phone: (202) 671-2255

E.3 Date and Time for Receiving Submissions:

Submissions shall be received no later than 2:00 pm local time on July 30, 2012. The Offeror assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

E.4 Submission Size, Organization and Offeror:

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized in two (2) separate volumes as follows:

E.5 TECHNICAL PROPOSAL SECTION – VOLUME I

E.5.1 Executive Summary

Each Offer shall provide a summary of no more than three (3) pages of the information contained in the following sections.

E.5.2 General Information and Firm(s) Data

Each Offeror shall provide the following information for the Contractor and each of its subcontractors.

- A. Name(s), address(es), and role(s) of each firm (including all sub-contractor)
- B. Firm profile(s), including:
 - i. Age
 - ii. Firm history(ies)
 - iii. Firm size(s)
 - iv. Areas of specialty/concentration
 - v. Current firm workload(s) projected over the next year
 - vi. Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list shall also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.

E.5.3 Disclosure Form

Each Offeror shall submit a Disclosure Statement substantially in the form of **Attachment C**.

E.5.4 Relevant Experience and Capabilities

The Department desires to engage a Contractor with the experience necessary to realize the objectives set forth in **Section A** of this RFP. Offerors will be evaluated based on projects the Offeror has worked on in the last five (5) years that are similar to this project. For purposes of this paragraph, similar shall mean: (ii) experience in the design and installation of geothermal ground source heat systems with state of the art HVAC technology similar in size and scope to this project (ii) knowledge of, and access to, the local subcontracting market; and (iii) knowledge of the local regulatory agencies and Code Officials. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to twenty five (25) points.

1. The Contractor shall have demonstrated experience in the design and installation of geothermal ground source heat systems with state of the art HVAC technology.

2. The Offeror or Team shall have successfully completed and installed at least three (3) ground source heat pump systems.
 3. The Offeror shall have at least one (1) principal certified by the International Ground Source Heat Pump Association to supervise and direct the systems installation. The Offeror shall evidence of certification for the proposed Principal proposal. If the Contractor does not have a principal with these qualifications, they must employ or contract with someone that has this qualification and is available for the duration of this project.
- A. The Offeror shall submit detailed descriptions of no more than three (3) projects that best illustrate the team's experience and capabilities relevant to this project. On each project description, please provide all of the following information in consistent order:
- Project name and location;
 - Name, address, contact person and telephone number for owner reference;
 - Description of the work performed by the Offeror; including comparisons to the work of this solicitation and Offeror's role on the project;
 - Completed size in SF;
 - Time period of the construction;
 - Identification of personnel involved in the selected project who are proposed to work on this project; and
 - Award and final construction cost (provide actual figures for completed projects). Address items such as timeliness of completion of project and cost control; and whether the project was delivered on-time and on-budget.

E.5.5 Key Personnel

Offerors shall assign senior personnel to this Project who have experience in completing similar projects on-time and on-budget. The availability and experience of the key individuals assigned to this Project will be evaluated as part of this element. Proposals should identify, at a minimum: a principal certified by the International Ground Source Heat Pump Association (IGSHPA) to both design and install the geothermal heat pump systems and to supervise and direct the system installation for the duration of the project, (ii) the Project Executive; (iii) the Field Superintendent and (iv) the Project Manager responsible for the Project. The Offeror shall provide resumes and any required certifications for the aforementioned key personnel. The availability and experience of the key individuals assigned to this project will be evaluated as part of this element.

Offerors shall provide a table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); and (iv) the time periods during which the individual will be assigned to the Project. This table should include all personnel that will be assigned to the Project. This element of the evaluation will be worth up to twenty (20) points.

E.5.6 Project Management Plan

Offerors shall to submit a Project Management Plan. The Project Management Plan should clearly explain how the Contractor intends to manage and implement the Project. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should: (i) identify the key personnel and their specific roles in managing the Project; (ii) identify the key milestone dates and provide a description of how these dates will be achieved; (iii) provide a skeletal schedule of the work and the phasing of construction; and (iv) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated. The Department will also consider the experience that the team members have working together on similar projects. This element of the evaluation is worth up to fifteen (15) points.

E.5.7 Preliminary Schedule

Offerors shall submit with their Project Management Plan a preliminary schedule that shows the anticipated manner in which the Project will be constructed based on a completion date of October 9, 2012. The schedule should show sufficient level of detail so as to demonstrate the Offeror's understanding of the Project and the key issues related to the Project. This element of the evaluation is worth up to ten (10) points.

E.6 PRICE PROPOSAL SECTION – VOLUME 2

E.6.1 Price

The Offeror shall submit the Form of Offer Letter in substantially the form of **Attachment B**. This element of the evaluation is worth up to thirty (30) points.

E.6.2 Tax Affidavit

Each Offeror shall submit a tax affidavit substantially in the form of **Attachment D**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

E.6.3 Bid Guaranty Certification

Each Offeror shall submit the Bid Guaranty Certification substantially in the form of **Attachment F**. See Section H for further instructions.

E.6.4 Proposal Bond Form

Each Offeror shall submit the Proposal Bond Form substantially in the form of **Attachment G**.

E.6.5 Subcontracting Plan Form

Each Offeror shall submit the Subcontracting Plan Form substantially in the form of **Attachment H**.

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 Contact Person:

For information regarding this RFP please contact:

*Diane Wooden
Supervisory Contract Specialist
Department of General Services
2000 14th Street, NW, 8th Floor
Washington, D.C. 20009
Phone: (202) 671-2405*

Any written questions or inquiries shall be sent to Diane Wooden at the address above.

F.2 Pre-Proposal Conference:

A pre-proposal conference will be held on August 8, 2012 at 10:00 a.m. at Engine Company No. 33 located at 101 Atlantic Street, SE, Washington, DC 20032. Interested Offerors are strongly encouraged to attend.

F.3 Explanations to Prospective Offerors:

Each Offeror shall carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation will be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

Requests shall be directed to Diane Wooden at the address listed in Section F.1 no later than the close of business on August 10, 2012. The person making the request shall be responsible for prompt delivery.

F.4 Protests:

Protests shall be governed by §4734 of the Department's Procurement Regulations (27 DCMR, Chapter 47). The District of Columbia Contract Appeals Board shall be the exclusive hearing tribunal for bid protests and disputes in connection with decisions by the Chief

Contracting Officer (CCO) under §4732 and §4733. Claims shall be made in accordance with Title X of the 2010 Procurement Practices Reform Act.

F.5 Contract Award:

This procurement is being conducted in accordance with the provisions of §4721 of the Department's Procurement Regulations (27 DCMR, Chapter 47).

F.6 Retention of Submissions:

All submissions will be retained by the Department and therefore will not be returned to the Offerors. With the exception of proprietary financial information, the submissions will become the property of the Department, and the Department has the right to distribute or use such information as it determines.

F.7 Examination of Submissions:

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

F.8 Late Submissions/ Modifications:

- A. Any submission or best and final offer received at the Department designated in this RFP after the exact time specified for receipt will not be considered.
- B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.8.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.
- D. Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- E. Submissions shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of submissions.

F.9 No Compensation for Preparation of Submissions:

The Department will not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

F.10 Rejection of Submissions:

The Department reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.
- C. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

F.11 Limitation of Authority:

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

SECTION G INSURANCE REQUIREMENTS

G.1 Required Insurance:

GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance to the Chief Contracting Officer giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the same insurance required herein or the Contractor may, at its option, provide coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Chief Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, cancelled or not renewed.

G.1.1 Certificate of Insurance Requirement: The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.

G.1.2 Commercial General Liability Insurance: The Contractor shall provide evidence satisfactory to the Chief Contracting Officer with respect to the services performed that it carries \$2,000,000 per occurrence limits; \$4,000,000 per aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

G.1.3 Automobile Liability Insurance: The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

G.1.4 Workers' Compensation Insurance: The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

G.1.5 Employers' Liability Insurance: The Contractor shall provide employers' liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$5000,000 for policy disease limit.

G.1.6 Umbrella or Excess Liability Insurance: The Contractor shall provide umbrella or excess liability insurance as follows: \$5,000,000 per occurrence, with the District of Columbia as additional insured.

G.1.7 Builder's Risk Insurance: Written on an "all risk" basis and covering the value of the improvements being constructed. This coverage does not need to be maintained until such time as construction operations begins.

G.1.8 Duration: Except as provided in G.1.7, the Contractor shall carry all required insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Chief Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, cancelled or not renewed.

G.1.9 Contractor's Property: Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

G.1.10 Measure of Payment: The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

G.1.11 Notification: The Contractor shall immediately provide the Chief Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Chief Contracting Officer.

G.1.12 Certificates of Insurance: The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

Diane B. Wooden
Manager of Construction Services
Department of General Services (DGS)
2000 14th Street, N.W. – 8th Floor
Washington, D.C. 20009
Telephone: 202-671-2405
E-mail: diane.wooden@dc.gov

SECTION H BONDS

H.1 Proposal Bond:

Offerors shall submit with their proposal a proposal bond in the amount of \$35,000.00 on the form included as Attachment G. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check or irrevocable letter of credit in lieu of a proposal bond. However, in the event an Offeror who is awarded a contract fails to post a payment and performance bond for the full value of the contract, the Offeror shall there by forfeit the full amount of the cashier's check or letter of credit, and the Department will collect such funds as liquidated damages. If the Offeror chooses to submit a cashier's check or letter of credit in lieu of a proposal bond, the Offeror shall complete the form included as **Attachment F** and return, notarized, with the Offeror's proposal. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to the Department; and (iv) able to be drawn on in the Washington, DC metropolitan area. The letter of credit shall provide that it may be drawn upon if the holder of the letter of credit submits a signed statement by Department's CCO stating that the Offeror has failed to enter into a contract consistent with the terms of this procurement and the Offeror's proposal submitted thereunder.

H.2 Contractor's Payment and Performance Bond:

The Contractor shall be required to post a payment and performance bond having a penal value of the contract amount.